

Exhibit

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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA

CASE NO.: 1:24-cv-00779-JPH-MKK

MAX MINDS, LLC,

Plaintiff,

vs.

TRIANGLE EXPERIENCE GROUP, INC., INC.,
ROBERT EDWARD CLARE, JEFFREY MASE,
KEVIN G. MULLICAN AND JOHN DOES 1-10,

Defendants.

REMOTE VIA ZOOM DEPOSITION OF JEFFREY MASE
TAKEN ON BEHALF OF THE PLAINTIFF
Remote Via Zoom
December 4, 2024
10:00 a.m. to 11:59 p.m.

REPORTED BY
MARLA SCHREIBER, COURT REPORTER
NOTARY PUBLIC, STATE OF FLORIDA

APPEARANCES OF COUNSEL

ON BEHALF OF THE PLAINTIFF:

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By LISA SCHREIHART, ESQ.

By REBECCA KORNHAUSER, ESQ.

ON BEHALF OF THE DEFENDANTS:

BEAN, KINNEY & KORMAN, PC

By RAIGHNE COLEMAN DELANEY, ESQ.

2311 Wilson Boulevard, Suite 500

Arlington, VA 22201

rdelaney@beankkinney.com

ALSO PRESENT:

BRANDON FISCHER, Max Minds

ROB CLARE, TEG

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(Certification Agreement)	
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(Joint Venture Agreement)	
Plaintiff's Exhibit 35	Page: 12
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(SubAgreement E2060772)	

1 Thereupon:

2 JEFFREY MASE

3 was called as a witness, and after having been first
4 duly sworn, testified as follows:

5 THE WITNESS: Yes.

6 DIRECT EXAMINATION

7 BY MR. ROTHMAN:

8 Q Good morning, Mr. Mase. Thank you for
9 taking time to be here with us today.

10 A Good morning.

11 Q My name is Joel Rothman. I represent Max
12 Minds. I am going to be asking you some questions
13 today.

14 Where are you physically right now?

15 A I am in D.C.

16 Q Okay. In an office somewhere?

17 A Yes.

18 Q What office? Whose office is that?

19 A BKK.

20 Q BKK.

21 What does that stand for?

22 A A law firm.

23 Q Oh, you are there at the firm?

24 A Okay.

25 Q Okay. So let's get started. I want to try

1 and take as little of your time as I can. I am going
2 to begin by showing you a few documents, making sure
3 that you recognize them. I am going to be sharing my
4 screen with you so let me know if there are any issues
5 with seeing my screen and the documents on them, okay?

6 A Okay.

7 Q All right. Before we actually do that.
8 Are you employed currently?

9 A Yes.

10 Q Where are you employed?

11 A Triangle Experience Group.

12 Q What is your position with Triangle
13 Experience Group?

14 A Chief operating officer.

15 Q For how long have you been chief operating
16 officer?

17 A Approximately four years.

18 Q What are your duties and responsibilities
19 as chief operating officer?

20 A Operations for the company.

21 Q Okay. What does that consist of? Can you
22 be more specific?

23 A Managing activities of the company,
24 personal, customer, teams.

25 Q Okay. Who reports to you -- well, let's

1 start the other way.

2 Who do you report to at the company?

3 A With the executive team, Rob Clare.

4 Q Okay. Do you own any portion of Triangle
5 Experience Group?

6 A No.

7 Q Who reports to you at TEG?

8 A Pretty much the entire organization in one
9 facet or another.

10 Q So I am going to share my screen with you
11 and I want to show you what been marked as Exhibit 8.
12 It's a document from this case called Source Code
13 License Agreement.

14 Can you see that okay?

15 A It's a little small. If you can make it
16 bigger.

17 (Whereupon, the above referred-to document
18 was marked as Plaintiff's Exhibit 8.)

19 BY MR. ROTHMAN:

20 Q Yes. Can you see it all right?

21 A Yes.

22 Q Are you familiar with this document?

23 A Yes.

24 Q I also want to show you another document.

25 A Did you show me the whole document there?

1 I only saw half.

2 Q I will be happy to scroll through it for
3 you, no problem.

4 A If you wouldn't mind.

5 Q They are actually -- if you are at the
6 Kinney firm, there are a set of physical copies of
7 exhibits there that they have and I wouldn't mind
8 Mr. Delaney, if you wanted to provide those physical
9 copies to him, to the witness if it might make things
10 easier.

11 MR. DELANEY: I can check into that. I
12 don't know if that's true. It may be true. But
13 as you know, Rich Kelley is out of pocket and I
14 am doing my best to fill in and if you want me,
15 I can take a break and see if we can locate
16 those physical documents. They may be in his
17 office.

18 MR. ROTHMAN: I think that might be a good
19 idea. We did ship and Mr. Kelley and Mr. Mase
20 had them when he was at your offices for his
21 deposition, a set of documents, they were about
22 30 or so marked documents and some of these, you
23 know, I may need to use. Why don't we take five
24 minutes?

25 MR. DELANEY: I will see if I can get them

1 up. I didn't have them for the Mullican
2 deposition if that's what you are referring to.

3 MR. ROTHMAN: No, I know that. He wasn't
4 in your office anyway and it wouldn't have
5 helped. Let's see if you have them there and
6 maybe it will help Mr. Mase so he can see the
7 entire document.

8 MR. DELANEY: All right.

9 MR. ROTHMAN: Let's go off the record for
10 five minutes.

11 (Off the record at 10:14 a.m.)

12 (Back on the record at 10:20 a.m.)

13 BY MR. ROTHMAN:

14 Q So you should have an exhibit there marked
15 in the upper right-hand corner Exhibit 8, the cover
16 page is Exhibit 6. But it should say Exhibit 8. Take
17 a look at that. That should be the entire source code
18 license agreement. You can just review it and let me
19 know if that's what it is.

20 A That is what it appears to be.

21 Q Right. Can you also take a look at what we
22 sent that was marked as Exhibit 12. It has a cover
23 page that says Exhibit 10, but starting on page 2, it's
24 a document called the Certification Agreement?

25 MR. DELANEY: It says Exhibit 10 on the top

1 right and Exhibit 8 on the cover.

2 MR. ROTHMAN: No. On the top right it says
3 Exhibit 12 and the cover sheet says Exhibit 10.
4 It should be a two page document.

5 MR. DELANEY: I don't see it at the moment.

6 MR. ROTHMAN: I will show it to you on my
7 screen then. Maybe it's stuck between pages or
8 it was misplaced.

9 THE WITNESS: I don't know that we have a
10 complete packet here.

11 MR. ROTHMAN: You may not. It's been a few
12 weeks since that deposition. But if you look at
13 the screen here, you will see that.

14 MR. DELANEY: I got it.

15 (Whereupon, the above referred-to document
16 was marked as Plaintiff's Exhibit 12.)

17 BY MR. ROTHMAN:

18 Q Okay. Great. The second page is a one
19 page document called Certification Agreement. Do you
20 see that?

21 A Yes.

22 Q Okay. Are you familiar with this document?

23 A No.

24 Q Okay. Take a moment and take a look at it,
25 see if reviewing it refreshes your memory.

1 A Got it.

2 Q Okay. Do you have any recollection of this
3 certification agreement?

4 A I don't recall independently. But this
5 does look familiar.

6 Q Okay. Were you aware of the fact that in
7 connection with source code transfers that my client,
8 Max, and your employer, TEG, agreed that they would
9 follow certain requirements and those are in the
10 certification agreement?

11 MR. DELANEY: Objection to the
12 characterization and form of the question. You
13 can answer.

14 BY MR. ROTHMAN:

15 Q You can answer the question, Mr. Mase, if
16 you understand it.

17 A No, I don't. Could you repeat that?

18 Q Yes.

19 Were you aware that the parties were
20 required to follow certain steps when source code was
21 transferred between my client and TEG?

22 MR. DELANEY: Objection, calls for a legal
23 conclusion.

24 THE WITNESS: The word requirement you are
25 using in this document appears to be a

1 requirement.

2 BY MR. ROTHMAN:

3 Q Okay.

4 A Over the course of our relationship, these
5 requirements have been in constant flux.

6 Q Okay. Well, does this certification
7 agreement set forth certain requirements under now
8 therefore numbers one, two, three, does set forth
9 certain requirements concerning the transfer of source
10 code?

11 MR. DELANEY: Objection to the form.

12 BY MR. ROTHMAN:

13 Q You can answer.

14 A That's what it appears to be.

15 Q Okay. And you were aware that there were
16 requirements that TEG was supposed to follow concerning
17 source code transfers?

18 A Yes, there were a number of conditions over
19 a period of a couple of years, yes.

20 Q Okay. So there may or may not be a
21 document there marked Exhibit 35, but I tend to think
22 no. But let me share my screen so you can see the
23 document that I am going to refer to.

24 So do you see the top half of this document
25 called Evidence/Property Custody Document, Exhibit 35?

1 A I do.

2 Q Have you ever seen a document like this
3 before?

4 A I don't recall.

5 (Whereupon, the above referred-to document
6 was marked as Plaintiff's Exhibit 35.)

7 BY MR. ROTHMAN:

8 Q You don't remember, okay.

9 So it indicates that the recipient here is
10 Triangle Experience Group which is your company, right?

11 A Yes.

12 Q The name, grade and title of person whom
13 received is indicated to be Mike Bowers, TEG. Does
14 Mike Bowers work for TEG?

15 A Yes.

16 Q What is his position?

17 A Chief strategy officer.

18 Q Is the address here on the right of 11182
19 Hopson Road, Suite A, Ashland, Virginia 23005. Is that
20 TEG's address?

21 A Yes.

22 Q How many employees does TEG have currently,
23 do you know?

24 A I don't have a current number.

25 Q Approximately?

1 A Approximately 40.

2 Q The location from where obtained on the
3 left it says "Download link via email from Jennifer
4 Ryan-Max Minds." Do you know who Jennifer Ryan is?

5 A Yes.

6 Q She was a Max Minds employee?

7 A She was. She is no longer. She was or she
8 is. I am not clear on that.

9 Q Okay, that's fine.
10 The reason obtained is source code
11 scanning.

12 Do you know what source code scanning
13 means?

14 A Yes.

15 Q What does it mean?

16 A It means a source code is scanned for
17 vulnerabilities.

18 Q Using software designed to scan source code
19 for vulnerabilities, right?

20 A Software is used to do that, yes.

21 Q Is that something that TEG did or is that
22 something that the government did or both?

23 A Both.

24 Q It says "The time date obtained 1,200 hours
25 August 18, 2023."

1 And then it refers to the description of
2 articles as Haptic Federal Source Code 3.1.21.7.

3 Do you see that?

4 A I do.

5 Q Is it your understanding that TEG obtained
6 source code from my client for purposes of scanning it
7 over a period of time, including on or about August of
8 2023?

9 A Can you repeat the question?

10 Q Is it your understanding that TEG
11 consistent with this document obtained source code from
12 my client for purposes of scanning it for
13 vulnerabilities, including in August of 2023?

14 MR. DELANEY: Objection to the form of the
15 question.

16 BY MR. ROTHMAN:

17 Q You can answer.

18 A Over that course of our multiyear
19 relationship, we received the source code or jointly
20 owned source code from our partners at Max a number of
21 different times and a number of different ways, and
22 this appears to be a document for one of those
23 processes.

24 Q Okay.

25 A In exchange of the source code.

1 Q Okay. You indicated in your answer that
2 the source code was jointly owned, did I hear that
3 correctly?

4 A Correct.

5 Q What is it -- what are you basing on the
6 statement that the source code was jointly owned?

7 MR. DELANEY: Objection, calls for a legal
8 conclusion. You can answer.

9 THE WITNESS: Our entire relationship and
10 partnership with Max Minds.

11 BY MR. ROTHMAN:

12 Q Okay. Is there a particular document that
13 you are basing the statement that the source code was
14 jointly owned on?

15 A There were thousands of emails, documents
16 and manner of exchanges that codified our relationship.

17 Q Okay. But in particular as it relates to
18 the joint ownership of source code, I am asking that
19 specific question.

20 Is there a particular document that you are
21 indicating says that TEG and Max jointly owned source
22 code?

23 MR. DELANEY: Objection, calls for a legal
24 conclusion. You can answer.

25 THE WITNESS: One of them would be the

1 joint venture agreement.

2 BY MR. ROTHMAN:

3 Q Okay. What would any other -- what would
4 other documents be besides the joint venture agreement?

5 A As I mentioned in my previous answer, there
6 is thousands of correspondence between us and our
7 partners at Max Minds.

8 Q So there are email correspondence you are
9 saying that reflects that TEG and Max Minds jointly
10 owned the source code, is that what you are saying?

11 A I am saying that over the course of our
12 relationship from the very beginning of it, there is a
13 number of different mechanisms, not just documentation,
14 documentation like the one I mentioned previously, but
15 in-person meetings, multiple phone calls every week,
16 and all of the email correspondence and documentation
17 that you are referencing here.

18 Q Okay. So the joint venture agreement that
19 you referred to a minute ago, you should have a copy of
20 that in the packet of material there. It's marked as,
21 I believe, Exhibit 11.

22 MR. ROTHMAN: Can you look for that,
23 Mr. Delaney? It's Exhibit 11 in the upper
24 right-hand corner, the cover page says Exhibit
25 9.

1 THE WITNESS: Got it.

2 (Whereupon, the above referred-to document
3 was marked as Plaintiff's Exhibit 11.)

4 BY MR. ROTHMAN:

5 Q Okay. Is that document that Mr. Delaney
6 just showed you that's marked as Exhibit 11, is that
7 the joint venture agreement you are referring to?

8 A This appears to be it. It is not a signed
9 copy.

10 Q Okay. So now let's go back and refer again
11 to this item 35, Exhibit 35.

12 So at the bottom under chain of custody,
13 there is a signature of Jennifer Ryan on the left as
14 released by, and Mr. Bowers is on the right of the
15 received by of the item which is the Haptic Federal
16 Source Code 3.1.21.7. Do you see that?

17 A Yes.

18 Q Okay. And then below that, Mr. Bowers has
19 signed on the left released by on 8/23/23 and the
20 purpose on the right says TEG certifies destruction of
21 item number one Haptic Federal Source Code 3.1.21.7.
22 Do you see that?

23 A Yes.

24 Q Do you know if the source code listed as
25 number one here was actually destroyed by TEG as

1 Mr. Bowers certified?

2 A I do not. I wasn't involved in that
3 process.

4 Q Do you know if TEG ever retained source
5 code that it received from my client that it
6 simultaneously or subsequently thereafter certified
7 that it had destroyed?

8 A I do not. Can you repeat that question?

9 Q Sure.

10 MR. ROTHMAN: You want to read that back,
11 Ms. Schreiber?

12 (Court Reporter Read Back.)

13 THE WITNESS: No.

14 BY MR. ROTHMAN:

15 Q Does TEG currently have source code for any
16 version of Haptic Federal developed by Max?

17 MR. DELANEY: Object to the form of the
18 question. You can answer.

19 THE WITNESS: The co-developed co-created
20 software we currently have Haptic.

21 BY MR. ROTHMAN:

22 Q Where is that software source code?

23 A I have to refer to specific --

24 MR. DELANEY: You have to restate the
25 question. It came in jumbled.

1 BY MR. ROTHMAN:

2 Q Where is it, where is that source code
3 being stored?

4 A That would be in Azure DevOps, I believe
5 managed by a development team.

6 Q Who is on the development team?

7 A Kevin Mullican, John Wakefield, Cole
8 Whitman, Sabrina Hanse. I might be forgetting one.

9 Q Mr. Cole. I am sorry. Cole Whitman is his
10 first name.

11 Roth Benson?

12 A Yes, she just joined the team.

13 Q How about David Sinnk, does he have access
14 to the source code?

15 A I would have to defer to Kevin Mullican on
16 that. I don't know the answer.

17 Q Okay. Do you know the first time when
18 source code was transferred to TEG by my client and TEG
19 retained the source code instead of destroying it, do
20 you know when the first time that happened was?

21 A I don't know that that's -- can you repeat
22 the question?

23 Q So TEG has my client's source code and has
24 developed further my client's source code, that's my
25 understanding, not just from your testimony but from

1 the testimony of Mr. Mullican and Mr. Mase -- I am
2 sorry, Mr. Clare.

3 MR. DELANEY: So there is no question.

4 What is the question?

5 BY MR. ROTHMAN:

6 Q The question is, do you know when the first
7 time was that TEG received my client's source code but
8 did not destroy it?

9 MR. DELANEY: Object to the form of the
10 question. You can answer if you understand it.

11 THE WITNESS: I am not sure that I
12 understand because -- explain more.

13 BY MR. ROTHMAN:

14 Q Okay. The certification document that we
15 were looking at indicated that the source code was
16 provided to TEG for purposes of source code scanning
17 for vulnerabilities is your testimony and that it was
18 certified as destroyed. But it's my understanding that
19 TEG has the source code so my question is, when was it
20 that TEG obtained the source code but did not destroy
21 it, when was that first time?

22 A I don't know.

23 But I would explain that we have been,
24 source code in many forms has been exchanged a number
25 of times over the years and we retained like, for

1 example, the four to five scans, source code sent back
2 and forth between teams. Like, hey, in our
3 co-developed software with our partner was hey, Max,
4 you need to change this, this is unset, this will not
5 work, here is an example of how it has to be done. So
6 you would have to narrow down specifically what you
7 mean because there is many facets to that answer in my
8 mind.

9 Q Okay. I understand that TEG had certain
10 requirements for the software and that it was asking my
11 client to develop the software to meet those
12 requirements, is that what you are saying?

13 MR. DELANEY: Objection to the form of the
14 question.

15 THE WITNESS: Yes, we had requirements and
16 we told him how to develop the software.

17 BY MR. ROTHMAN:

18 Q Okay. But it's my client's position, I am
19 not sure if you are aware of this, but do you know that
20 it's my client's position that TEG does not have the
21 right to possess my client's source code, you know that
22 that's my client's position?

23 A I know that's your client's position. That
24 is not at all the spirit or the way we've operated over
25 the last however many years now. That is a change in

1 his attitude for sure.

2 Q Okay. Well, we have a disagreement about
3 that. But as long as we both understand what that
4 disagreement is, we can move forward with the
5 deposition.

6 So my question is, when was it that TEG
7 first received my client's source code and then
8 retained the source code not destroyed?

9 MR. DELANEY: Objection to the form of the
10 question. Calls for a legal conclusion.

11 BY MR. ROTHMAN:

12 Q You can answer.

13 A I would break your question into two parts.

14 Q Sure.

15 A We first received the software that we were
16 co-developing in July, approximately of 2020.

17 The second part of your question, I don't
18 know the answer to that.

19 Q Okay. So do you understand the difference
20 between source code and what you are referring to as
21 software?

22 A I know what source code is, yes.

23 Q Okay. So my question refers to source
24 code. And the question is when did TEG first receive
25 source code from my client?

1 A So again -- are you finished?

2 Q No, go ahead. You can answer that.

3 A We received the source code in July of 2020
4 approximately. That was scanned -- let me finish.

5 Q Go ahead.

6 A That was scanned. As a result of that
7 scan, we got hundreds of pages of scan that includes
8 source code in it. We retained that to this day, and
9 we have exchanged it multiple times with Max as we
10 co-developed the software.

11 Q Okay. When you say as you co-developed the
12 software beginning in 2020, you are saying that
13 individuals at TEG were actually writing code?

14 A Yes. Our developers had been writing code
15 all along even prior to meeting with Brandon.

16 Q Okay. But in terms of Max's source code,
17 are you saying that beginning in 2020 when you first
18 received Max's source code to do scans on it for
19 vulnerabilities and you said it produced pages and
20 pages of reports about the source code, right?

21 A Correct.

22 Q Okay. Have you since that time in also
23 developing source code based on the code that TEG
24 received in 2020?

25 MR. DELANEY: Objection to the form of the

1 question.

2 THE WITNESS: As I cited in my previous
3 example, source code report hey, Brandon, Bobby,
4 Max team, the source code here needs to be
5 changed, needs to look like this. So as we were
6 co-developing and co-creating the product, this
7 code is unset, that is going to fail. Hey,
8 guys, that's got to be removed. They would
9 remove code. So it was a completely
10 collaborative process from day one.

11 BY MR. ROTHMAN:

12 Q Understood that you mean -- that you are
13 referring to as collaborative.

14 My question is from day one, was someone at
15 TEG writing code?

16 A On day one, no.

17 Q Now, was there ever a point that TEG told
18 my client, that the software that TEG received from my
19 client that that software could be software that could
20 be delivered to a customer, that it was acceptable to
21 be delivered to a customer?

22 A Can you repeat the question?

23 Q Yes. Did there ever come a time when TEG
24 told my client that software my client had provided to
25 TEG, which you were going to sell licenses to clients

1 for, that it was acceptable to deliver that software to
2 a client?

3 A At some point, the software became sellable
4 initially, yes. That was some time into the
5 relationship. It was not a finished product when we
6 began our relationship.

7 Q But at some point you told my client, this
8 is a finished product that could be sold to a client?

9 A Yes.

10 Q Okay. So let me show you what is marked as
11 Exhibit 41. Can you see my screen there?

12 A Yes.

13 (Whereupon, the above referred-to document
14 was marked as Plaintiff's Exhibit 41.)

15 BY MR. ROTHMAN:

16 Q So this is two pages of emails. I am just
17 going to scroll down. I will give you an opportunity
18 to read it if you would like. But just so you can see
19 the entire document. The top of the first page is an
20 email dated September 21st, 2023 to Jennifer Ryan and
21 it says from Jeff Mase. That's you, right?

22 A That appears to be the top, but it appears
23 to be there is some missing emails below that.

24 Q Well, there is the next email in the series
25 below is from Jennifer Ryan to you also dated September

1 21st, 2023 at 3:41 p.m., the email above that was at
2 10:33 p.m. Right. So this one is earlier. And then
3 below that, there is an email from September 21 at 2:42
4 p.m. It appears to be from you to Jennifer Ryan. And
5 then below that, there is one from Jennifer Ryan to a
6 number of individuals including you on September 20th,
7 okay.

8 So if we start on the bottom, the last one
9 here, it says "Attached is the detailed Fortify
10 Suppressed issues file." You see that?

11 A Yes.

12 Q Okay. What is Fortify?

13 A HP Fortify is a program used to scan
14 software.

15 Q And it's a program that TEG used to scan
16 Haptic Federal for vulnerabilities?

17 A Initially the government was the only one
18 who had the Fortify software to run the scans, our
19 initial scans were done there. Eventually in our
20 partnership, we bought the HP Fortify scans to be run
21 by the Max Minds team.

22 Q Okay. And that would have been the case in
23 or about September of 2023?

24 A Max Minds did have HP Fortify software that
25 we provided to them so they could scan our co-developed

1 software for vulnerabilities, yes.

2 Q Then it says that attached is the detailed
3 Fortify Suppressed Issues File. What is a Fortify
4 Suppressed Issues File?

5 A That you would have to refer to the
6 technical team. I am not a technical person. I can't
7 elaborate on those keys.

8 Q Okay. So then the next email you say "Any
9 update on a delivery of 3.1.21.9 [REDACTED] plus logging?"
10 What does [REDACTED] mean?

11 A [REDACTED].

12 Q What does it mean though?

13 A What does the acronym mean?

14 Q Yes.

15 A I do not know.

16 Q Do you have any idea what it will refer to
17 because in the next sentence it refers to the [REDACTED]
18 team?

19 A That's an acronym that identifies a
20 government network. I don't recall what the acronym
21 is.

22 Q Okay. Is it a government network related
23 to or that's used by one of TEG's government customers?

24 A [REDACTED] that's used by the
25 entire [REDACTED]

1 community.

2 Q Okay. The next sentence says "The waiver
3 document was signed and returned."

4 Do you know what that is referring to?

5 A No.

6 Q It says the due date --

7 A Is there a document attached to this email?

8 Q No, there wasn't a document attached.

9 It says "The due date is 22 September."

10 Do you know what due date that's referring
11 to?

12 A I don't recall.

13 Q It says "This is not the same customer

14 [REDACTED], something
15 like that?

16 A [REDACTED]
17 [REDACTED]

18 Q Do you know what customer this was
19 referring to if it wasn't referring to [REDACTED]

20 A I believe that is referring to [REDACTED]

21 Q [REDACTED]

22 So the next email above says "Per our
23 discussion on September 20th, we had item number one
24 signed POCV2 explanation doc and item number three the
25 version number 3.1.21.9 for [REDACTED] POCV2. The only

1 thing stated yesterday that we still required was
2 approval of 3.1.21.8 by TEG and passing [REDACTED] scanning
3 and acceptance."

4 Do you see that?

5 A Yes.

6 Q And then the questions are asked in
7 paragraph after "Where are we with the [REDACTED] scans? Is
8 TEG going to accept 21.8?"

9 Do you see that?

10 A Yes.

11 Q Okay. So then the last email which we get
12 at the top, this is from you. The second line says
13 "2.1.8 is currently in an acceptable status for
14 delivery."

15 Do you see that?

16 A Yes.

17 Q What did you mean by that?

18 A I would have to go back and review the
19 entire correspondence because in conjunction with these
20 emails, we would have twice a week meetings on various
21 topics.

22 Now, was that referenced to the delivery to
23 our development team to test the delivery of the
24 software? Because during this period of time, the Max
25 team was throwing a number of different versions over

1 the fence and as soon as we began testing it, it would
2 fail. So that's why these numbers in this particular
3 email, I would need to look at the notes associated
4 with those meetings as well to put it in context. So
5 that 21.8 acceptance status delivery could be referring
6 to delivery to my lab, to TEG's testing environment or
7 it could be delivery to the [REDACTED] testing lab.

8 Q Okay. I don't understand your answer
9 because it seemed to me that the whole purpose was for
10 the software to be acceptable for delivery to the
11 customer. Isn't that what your email is saying?

12 A Not necessarily, no.

13 Q No. Might it be saying that or it might be
14 saying something else?

15 A Yes, again, because during this period of
16 time, there is so much back and forth for them trying
17 to fix what they were sending because every time they
18 sent us something, it was broken. So hey, we got this
19 in the lab, we know in TEG's lab, it broke immediately.
20 There is no point in putting this in front of the
21 government because we know it has already failed.
22 There is going to be -- we are going to have to create
23 a new version again because it's not meeting or passing
24 the basic test.

25 So that could mean a couple of different

1 things and I would have to get more information and
2 provide you a correct answer.

3 Q Where would you go to get that information?

4 A That could be in our biweekly meeting
5 notes. We also corresponded on Slack back and forth.

6 Q Anywhere else?

7 A HappyFox. Whatever new program they came
8 up with after HappyFox. There is a working spreadsheet
9 that both companies were share on and co-edit. The
10 process here was at a number of different levels of
11 collaboration with different formats.

12 Q So the third line says that this is for
13 another one of your government customers [REDACTED]
14 right? This doesn't help us understand better that the
15 statement you were making in the second line had to do
16 with delivery to [REDACTED] as the customer?

17 A If you would allow me to read the whole
18 thing.

19 Q Sure. Go ahead.

20 A You are kind of jumping around here.

21 Q Take your time. Please read the whole
22 thing.

23 A Okay.

24 Q You want me to go down further?

25 A Okay. Go back to the top. Can you repeat

1 your question?

2 Q Yes. I am trying to -- I am trying to
3 understand whether what you say in line two, 21.8 is
4 currently in an acceptable status for delivery refers
5 to delivery to TEG's customer?

6 A No.

7 Q The answer is no?

8 A The answer is no based on that -- again, to
9 get the full answer, I would have to look at the other
10 documents.

11 Q Okay.

12 A Because at this time Jen who is at Max
13 Minds and Aleo, who is actively not having her
14 developers on the call and she was not a technical
15 person herself so that was the sense of urgency.

16 Reading through this now, they were doing
17 everything to insulate and obfuscate the development
18 team from us so we can provide a working software to
19 the customer. So this is part of the puzzle. But I
20 don't know that 21.8 ever passed muster.

21 Q Okay. Was version -- version 21.8, that
22 was a version of source code that TEG had in its
23 possession at one point, correct?

24 A Source code.

25 Q Yes, the source code.

1 A I don't know.

2 Q The point that this email was sent in
3 September of 2023, TEG had versions of my client's
4 source code in it's possession; is that correct?

5 MR. DELANEY: Object to the form of the
6 question.

7 THE WITNESS: No, that's not correct. The
8 software was co-created, co-developed so I don't
9 refer to it the way you are referring to it.

10 BY MR. ROTHMAN:

11 Q No, I am asking you about source code
12 specifically. You had indicated --

13 A Okay.

14 Q You had indicated in the beginning in July
15 of 2020 that TEG did not have the source code. And at
16 some point thereafter, TEG did have the source code, so
17 my question to you is, in September of 2023 when this
18 email was sent, did TEG have copies of my client's
19 source code?

20 MR. DELANEY: Object to the form of the
21 question. You can answer.

22 THE WITNESS: Did you say back in 2020 we
23 did not? I thought I said the opposite.

24 BY MR. ROTHMAN:

25 Q You had my client's source code in 2020?

1 MR. DELANEY: Objection to the form of the
2 question, the phrase my clients.

3 BY MR. ROTHMAN:

4 Q Yes. When I say my client, I refer to Max.
5 You understand who that is, right, Mr. Mase?

6 MR. DELANEY: Just let me interpose an
7 objection. I mean, part of the difficulty is
8 you keep saying my clients and he keeps fighting
9 with you because he doesn't believe it is your
10 clients. I mean, if you want to say that, it
11 just prolongs the agony of the deposition.

12 BY MR. ROTHMAN:

13 Q Let's not prolong the agony.

14 Let's just refer to the source code. Let's
15 refer to the source code and ignore for the moment who
16 owned it.

17 What was the earliest date that you can
18 recall TEG possessing the complete source code?

19 A I don't know how to answer that question
20 because again, like I said earlier, we had the source
21 code and hundreds of documents and I don't know, I am
22 not a developer, I don't know where that begins and
23 ends as far as is it the totality, again, I am not a
24 co-owner, I am not a developer.

25 Since we were partnered in the effort, we

1 retained that all the documents of the source code that
2 were provided and we continued to work with Max on
3 those documents.

4 Q Okay. You testified earlier that several
5 people at Max have access to the source code in DevOps,
6 Mr. Mullican, Mr. Wakefield, Mr. Whitman, Ms. Hanse and
7 Mr. Brock, you remember that?

8 A You are going to have to repeat that
9 because I think you misstated it.

10 Q Oh. I thought that you testified that TEG
11 has in Azure DevOps source code and that the
12 individuals at TEG with access to it are Mr. Mullican,
13 Wakefield, Whitman, Hanse, Brock?

14 A Yes. That is correct.

15 Q Okay. When was the first date that any of
16 those individuals had access to source code in DevOps?

17 A I would have to look at their hire dates
18 and defer to Kevin Mullican on that piece.

19 Q Okay. So you wouldn't be able to tell me
20 sitting here what the earliest date was that they had
21 access to the source code in DevOps?

22 A Correct.

23 Q Okay. Going back to the exhibit that we
24 were looking at, Exhibit 35, the Evidence/Property
25 Custody Document. There have been several different

1 versions at different times of these documents
2 exchanged between the parties, right?

3 A The exchanges have taken a number of
4 different forms since the beginning of the joint
5 venture, yes.

6 Q Okay. When was the last time that TEG
7 obtained source code from my client, completed a
8 document like Exhibit 35 certify destruction of the
9 source code but retained the source code despite having
10 certify destruction?

11 MR. DELANEY: Object to the form of the
12 question. You can answer.

13 THE WITNESS: I don't know.

14 BY MR. ROTHMAN:

15 Q Who would know?

16 A Who was involved in the transfer process.

17 Q Okay.

18 The source code that the individuals you
19 mentioned Mullican, Wakefield, Whitman, Hanse and
20 Brock, that they are doing development on Azure DevOps.
21 Do you know what the earliest versions of that software
22 that my client contributed to?

23 A I do not.

24 Q Do you know the very last version that my
25 client contributed to?

1 A I do not.

2 Q Does the government have any versions of
3 the source code we have been talking about?

4 A No.

5 Q Does any company other than TEG have any
6 versions of the source code?

7 A No.

8 Q Does any organization other than TEG have
9 any versions of the source code?

10 A No.

11 Q Okay.

12 MR. ROTHMAN: Let's, Mr. Delaney, take a
13 five or ten minute break and I can figure out
14 what, if anything else, I need to ask about.

15 I do have a couple of questions that I know
16 are going to involve AEO documents. I am going
17 to ask my client, Mr. Fischer, to drop off at
18 this point and then we can come back and wrap
19 things up, okay.

20 THE WITNESS: Okay.

21 MR. ROTHMAN: Thanks.

22 (Off the record at 11:18.)

23 (Back on the record at 11:28.)

24 BY MR. ROTHMAN:

25 Q My client came back in. We have a couple

1 of things that we want to go over before I get to the
2 AEO stuff.

3 I want to share with you what I've marked
4 as Exhibit 42. Mr. Clare (sic), if you can take a look
5 at that email and then I will scroll down to the left
6 page. Can you see that okay?

7 A Are you talking to Mr. Clare?

8 Q I am sorry. I apologize. I misspoke. You
9 both have single syllable last names so I get a little
10 confused with my dyslexia.

11 Mr. Mase, can you please take a look at
12 Exhibit 42. Do you see that?

13 A I do.

14 (Whereupon, the above referred-to document
15 was marked as Plaintiff's Exhibit 42.)

16 BY MR. ROTHMAN:

17 Q Okay. This is an email that you sent on
18 May 27, 2021 concerning a DD1149 property receipt. Do
19 you know what that is?

20 A Yes.

21 Q Okay. What is it?

22 A It's something that Brandon asked us to
23 have the government sign when we delivered the source
24 code for scanning.

25 Q Okay. And the attachment is, in fact, that

1 document, right?

2 A Yes. Appears to be.

3 Q All right. So you have seen these and been
4 involved in these source code exchanges and
5 certifications of destruction, right?

6 A Yes.

7 Q Okay.

8 A In this instance I was.

9 Q So -- let me show you what I've marked as
10 Exhibit 43. If you can take a look at this document,
11 Mr. Mase. Let me know when I can scroll down anymore.

12 A Scroll down. Continue. Okay.

13 (Whereupon, the above referred-to document
14 was marked as Plaintiff's Exhibit 43.)

15 BY MR. ROTHMAN:

16 Q So my question is concerning the very first
17 line in your email to Rich Gargas here. It says "3A
18 3.1.13 is the source code that we have secured in [REDACTED]
19 [REDACTED]

20 What is [REDACTED]

21 A [REDACTED]

22 Q It means [REDACTED]

23 A Yes.

24 Q It's a [REDACTED],

25 right?

1 A Correct.

2 Q When it says it's the source code we have
3 secured on [REDACTED]. The vault, where is that
4 that you are referring to?

5 A That vault was never secured. That was a
6 planned event but we never got that accomplished.

7 Q What do you mean it wasn't a planned event?
8 I don't understand.

9 A So in order to get the ATO, the government
10 wanted a secure repository of the source code on a
11 classified network.

12 Q Oh.

13 A We never got that.

14 Q So the government network, there is no
15 source code secured in a vault on a government network?

16 A No.

17 Q No. Okay.

18 A I think that should have been read is the
19 plan is to, it is our intent, that was again like
20 taking the email without the meeting notes and the
21 context of the conversations we've had, we would have
22 and it was during this process was hey, in order to get
23 to ATO, one of the requirements is this, the plan is to
24 secure it in a vault.

25 Q What does ATO mean?

1 A Authority to operate.

2 Q Your statement is written in the past
3 tense. So are you saying that the source code has
4 never been secured on [REDACTED]?

5 A The source code?

6 Q Yes.

7 A No.

8 Q Never. Okay.

9 Since it was scanned by [REDACTED] what is
10 [REDACTED]

11 A Combat and command in the [REDACTED]

12 Q What does it stand for?

13 A [REDACTED].

14 Q All right. Okay. I have one other
15 question and it's about an AEO document so I am going
16 to ask my client to leave at this point. I will show
17 you what I am going to mark as Exhibit -- I think I am
18 up to 44.

19 (Whereupon, the above referred-to document
20 was marked as Plaintiff's Exhibit 44.)

21 BY MR. ROTHMAN:

22 Q So Mr. Mase, Exhibit 44 is a document
23 entitled [REDACTED]

[REDACTED].

25 Do you see this on your screen there?

1 A I do.

2 Q Okay. Have you ever seen this document
3 before?

4 A No.

5 Q Okay. Do you have any idea what the
6 relationship is between TEG and [REDACTED]

7 [REDACTED]
8 A No. We don't have a current relationship
9 within [REDACTED]

10 Q Did you previously have one?

11 A They were involved. I don't know all the
12 details. I was primarily involved in operations during
13 this period of time, not with [REDACTED]

14 Q Okay. During this period of time, the date
15 of this is -- indicates it was signed in March of 2023,
16 is that the same period you are referring to?

17 A Yes.

18 Q What was the nature of the work that TEG
19 was doing for [REDACTED]

20 A I know that we were working for them. They
21 attended events where our customers were using our
22 software.

23 Q Okay. Does [REDACTED] have access to the source
24 code we have been talking about?

25 A No.

1 Q Did they have the software we have been
2 discussing?

3 A No.

4 Q Give me one moment, please.

5 Is TEG currently working with [REDACTED] or
6 anything having to do with the software we have been
7 discussing?

8 A No.

9 Q I understand you had a conversation with
10 someone at HappyFox?

11 A Yes.

12 Q Concerning a bug tracking system?

13 A Yes.

14 Q Okay. Do you recall when that conversation
15 took place?

16 A I don't.

17 Q Do you remember who it was at HappyFox that
18 you spoke to?

19 A I would have to go back and look at
20 correspondence. I don't recall.

21 Q Okay. Can you tell me sum and substance of
22 the conversation you had with the person at HappyFox?

23 A Yes. So I reached out to HappyFox because
24 our partners there at Max had destroyed all of the
25 historical data of our collaborative efforts together.

1 They transferred to and, you know, I asked Jen and the
2 team there to get it back. Jen, again, kind of lost in
3 the sauce she was new to the program, didn't have any
4 historical background, so she was none the wiser. So
5 she thought they had moved all of the information to a
6 new program, which name escapes me at the moment.

7 And I indicated to her, hey, that is not
8 the case, Jen. We have lost all of historical
9 conversations, date and time group of the reported
10 events, what the details of the problem were. And so
11 to regain all of that data so we didn't have to relearn
12 all of the problems in our software. I reached out and
13 I said, can we recover this data and they indicated
14 that was possible, we just had to renew the membership.
15 That membership was owned by Max Minds, our partners
16 and they flat out refused to recover that data, and
17 that became a major pain point because as their CTO
18 elaborated from as soon as he came on that team, they
19 have so much technical debt that they may never catch
20 up.

21 So I reached out to that person, I said
22 hey, we can get this back and Max wouldn't do it and we
23 implored them because again, now by this time, no
24 developers were showing up on this call. Our product
25 is literally dying on the vine because all of the

1 problems in the software so we didn't want to lose
2 those historical records. And they flat out refused
3 and moved to a new program which erased a good amount
4 of that data, not all of it.

5 So in a continuing back and forth over
6 numerous meetings, email exchanges, phone calls, I
7 implored them, hey, you are hurting our product. We
8 co-own this product and you are about to cause it
9 catastrophic damage if we don't recover this data.
10 They in a sense tried to gaslight us and say hey, all
11 of the data is there. I said it's not. They asked me
12 hey, can you give me examples, again, further delaying
13 this process.

14 And then I went back to them and gave them
15 here is concrete examples of where you guys lost
16 critical data. Crickets. They were unresponsive.
17 They refused to help improve the product, which kind of
18 backed us into a corner. This ongoing frustration
19 because again, this woman Jen was not a technical
20 software developer. By now Max has removed all of
21 their technical teams from the majority of the calls.
22 Brandon is no longer attending these calls. So that
23 became a major historical data loss for our
24 co-developed software. I don't know if it was an
25 attempt to cover their tracks, hey, we screwed this up

1 and now we have gotten rid of the receipts that shows
2 how we screwed this up.

3 And that was another further indication
4 that they were actively trying to kill our relationship
5 and our partnership.

6 Q When was this?

7 A This was a period of months. I would have
8 to go back and look at the record. It was ongoing. As
9 soon as this Jen woman became involved in Aleo, Brandon
10 actively said he was insulating his team from us, his
11 words.

12 So Jen having no historical context of how
13 of the history of our relationship began to try and
14 just slow down any development process as we were
15 railing into roadblocks hey, we can't sell this
16 software, folks, until we fix these problems and you
17 guys just deleted all the history. We need it back,
18 please do it. I don't know if it was a cost thing.
19 But they just flat out refused to do it.

20 Q So I am trying to understand -- first of
21 all, what year are we talking about this occurring?

22 A That -- the deletion piece I would have to
23 look at. It's somewhere in --

24 Q The switch from HappyFox to something else?

25 A Ballpark late 2022, '23.

1 Q Late 2022 to late 2023 was the switch?

2 A I am assuming. Again, this is like, I am
3 not precise on the dates but it was during that period
4 of time, and there was a number of catastrophic
5 failures in the software with our customers and the Max
6 team, we implored them to bring more developers on to
7 fix this problem. They refused to do it and just
8 actively isolated us out from the process, meanwhile,
9 we are on life support with our customers trying to
10 keep the software alive.

11 And when I say life support, I mean like
12 critical operations going on with our customers who use
13 our software and it's failing. They are actively
14 deleting the history. They are actively not showing up
15 for calls. They are not participating in the process
16 to help solve the issue. So HappyFox was one attempt
17 of many to try and get them back on board, like, hey,
18 we are back, we got the information, now let's proceed
19 forward with all of our historical data.

20 Q Okay. I am showing you Exhibit 41 again
21 which is your email to Jennifer Ryan September 21,
22 2023.

23 Was the situation you were referring to
24 with the change from HappyFox to something else, was
25 that before or after this date?

1 A Again, I would be speculating. But it
2 would be before then because these are, again, hear me
3 trying to explain to her things she doesn't understand
4 because there is no technical people from Max
5 participating and supporting us any longer that, you
6 know, we had to go back and try and explain these
7 problems, meanwhile we are trying to solve these
8 critical failures and it's crickets on the other end
9 and this woman Jen, obviously God bless her soul,
10 didn't know what she was doing and we are trying to
11 help her along.

12 Q Okay. So sometime before September 21 of
13 2023 that these problems you described occurred where
14 the product was dying on the vine where it was hurting
15 the product and you needed to get access to this data,
16 is that my understanding? Is that the correct
17 understanding I should have?

18 A We were trying to get a lot of things back
19 online. Most of all trying to get them engaged to help
20 fix. HappyFox was just one of those pieces of data
21 that helps complete the overall picture along with
22 these emails, the meeting recap notes, the phone
23 conversations, the Slack traffic. These are all
24 mechanisms by which we were trying get them to engage.

25 Q Right. But the goal was ultimately that

1 you have software that you can sell to customers,
2 right?

3 A That was our goal, yes.

4 Q Okay. And the conversation that we had
5 earlier about this Exhibit 41, just to make sure I
6 understand this correctly. Line two where it says
7 "21.8 is currently in an acceptable status for
8 delivery."

9 When you say that there, what are you
10 saying about the software being deliverable to the
11 client?

12 A That means hey, whatever you got, it's not
13 to the client. This email is not clear on that point.

14 Again, they would send us hey, we think we
15 fixed it, you guys try it out. The reason we would
16 have to do that because their team would say we have no
17 mechanism to test this what we just did. We need you
18 guys to do this so you can't really -- or I can't glean
19 from this particular, that singular sentence the entire
20 breadth and depth of what the problem is here. Again,
21 there is deadlines. We are trying to sell software.
22 We are dying. We need help folks. I am trying to get
23 this woman to understand.

24 Q Right. But you are trying to sell software
25 to a customer and you are telling me that when you say

1 quote, "21.8 is currently in an acceptable status for
2 delivery," unquote. You are saying that isn't delivery
3 to the customer, that's some other delivery?

4 A That's not what I am saying.

5 I am saying based on this email, I can't
6 drive the entire context. Again, there is joint Slack
7 traffic. There is meeting recap notes. There is phone
8 calls some of which I am a part of, some of which I am
9 not.

10 Q Okay. Was 21.8 subsequently delivered to a
11 customer?

12 A I don't know. Again, like the versions
13 were coming over so fast and incomplete and broken, I
14 don't -- I couldn't answer that question the way you
15 asked it.

16 Q Okay. Customers currently have the
17 software though, right?

18 A Yes.

19 Q Okay. All right. I have no further
20 questions. Thank you, Mr. Mase, for your time.

21 MR. DELANEY: I have one quick question or
22 one quick series of questions.

23 CROSS-EXAMINATION

24 BY MR. DELANEY:

25 Q So Mr. Mase, there was a colloquy between

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1 you and Mr. Rothman about TEG's development efforts and
2 one of your responses was not on day one. And I
3 believe that the question generally was what was TEG
4 doing development or when was TEG doing development and
5 your response was not on day one.

6 Do you recall that colloquy between you and
7 Mr. Rothman?

8 A I do.

9 Q What did you mean by day one?

10 A Day one means the beginning of my
11 relationship and involvement with Brandon Fischer in
12 our TEG office in Virginia.

13 Q When was that roughly?

14 A It was approximately February 2017.

15 Q Thank you. I don't have anything else,
16 Mr. Rothman.

17 MR. ROTHMAN: Thank you very much,
18 Mr. Mase.

19 MR. DELANEY: Read.

20 MR. ROTHMAN: And we are going to need to
21 order it if I could get it in probably a week,
22 that would be fine.

23 MR. DELANEY: Copy and read and sign.

24 (Whereupon, the deposition was concluded at 11:59 a.m.)
25

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1 Raighne Delaney, Esq.
rdelaney@beankkinney.com

2
3 December 9, 2024

4 RE: Max Minds, LLC v. Triangle Experience Group, Inc., Et Al.
12/4/2024, Jeffrey Mase (#7055761)

5
6 The above-referenced transcript is available for
7 review.

8 Jeffrey Mase should read the testimony to
9 verify its accuracy. If there are any changes,
10 Jeffrey Mase should note those with the reason
11 on the attached Errata Sheet.

12 Jeffrey Mase should, please, date and sign the
13 Errata Sheet and email to the deposing attorney as well as
14 to Veritext at Transcripts-fl@veritext.com and copies will
15 be emailed to all ordering parties.

16 It is suggested that the completed errata be returned 30
17 days from receipt of testimony, as considered reasonable
18 under Federal rules*, however, there is no Florida statute
19 to this regard.

20 If the witness fails to do so, the transcript may be used
21 as if signed.

22 Yours,

23 Veritext Legal Solutions
24

*Federal Civil Procedure Rule 30(e)/Florida Civil Procedure
25 Rule 1.310(e).

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12/4/2024, Jeffrey Mase (#7055761)

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REASON_____

Under penalties of perjury, I declare that I have
read the foregoing document and that the facts
stated in it are true.

(Jeffrey Mase)

DATE

CERTIFICATE OF OATH

STATE OF FLORIDA)

SS:

COUNTY OF MIAMI-DADE)

I, MARLA SCHREIBER, Shorthand Reporter, Notary Public, State of Florida, certify that Jeffrey Mase appeared before me on the 4th day of December, 2024 and was duly sworn.

Signed this 9th day of December 2024.



MARLA SCHREIBER, SHORTHAND REPORTER
NOTARY PUBLIC, State of Florida

REPORTER'S CERTIFICATE

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

I, Marla Schreiber, Shorthand Reporter, certify that I was authorized to and did stenographically report the foregoing proceedings; and that the transcript is a true record.

I further certify that I am not a relative, employee, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in the action.

Dated this 9th day of December, 2024.



MARLA SCHREIBER, SHORTHAND REPORTER

NOTARY PUBLIC, Commission # HH431793

MY COMMISSION EXPIRES:

October 14, 2027

[& - access]

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& 2:11	2 8:23	3.1.13 39:18	6 3:2 8:16
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1	2020 22:16 23:3	3.1.21.8 29:2	53:2
1,200 13:24	23:12,17,24	3.1.21.9 27:9	8
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11 3:4 16:21,23	2024 1:14 52:3	3:41 26:1	8:12 51:24
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(e) Witness Review. If the testimony is transcribed, the transcript shall be furnished to the witness for examination and shall be read to or by the witness unless the examination and reading are waived by the witness and by the parties. Any changes in form or substance that the witness wants to make shall be listed in writing by the officer with a statement of the reasons given by the witness for making the changes. The changes shall be attached to the transcript. It shall then be signed by the witness unless the parties waived the signing or the witness is ill, cannot be found, or refuses to sign. If the transcript is not signed by the witness within a reasonable time after it is furnished to the witness, the officer shall sign the transcript and state on the transcript the waiver, illness, absence of the witness, or refusal to sign with any reasons given therefor. The deposition may then be used as fully as though signed unless the court holds that the reasons given for the refusal to sign require rejection of

the deposition wholly or partly, on motion under
rule 1.330(d)(4).

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